



RISK DISCLOSURE STATEMENT

Warning and Risk Disclosures

This risk disclosure and warning notice, which is an appendix to the services agreement (“Agreement”), is provided to you (our Client and prospective Client) in compliance to the Provision of Investment Services, the Exercise of Investment Activities, the Operation of Regulated Markets and Other Related Matters Law L. 87(I)/2017, as subsequently amended from time to time (“the Law”), which is applicable to Maxiflex Ltd, previously Maxiflex Global investments Corp Ltd, (“the Company” or “We” or “Us”).

All Clients and prospective Clients are strongly advised to read carefully the risk disclosures and warnings contained in this document, before applying to the Company for a trading account and before they begin to trade with the Company.

In particular, forex and CFD (or Contracts for Difference ('CFDs') or Option Derivatives) are complex financial products and not suitable for all investors. CFDs, are leveraged products that mature when you choose to close an existing open position. By investing in CFDs, you assume a high level of risk and can result in the loss of all of your invested capital.

It is noted however that this document cannot, and does not, disclose or explain all of the risks and other significant aspects involved when dealing in Financial Instruments. According to the Law, this notice is designed to explain in general terms the nature of the risks involved when dealing in Financial Instruments on a fair and non-misleading basis. As it is impossible for this Disclosure to contain all the risks and aspects involved in trading CFD's, you need to ensure that your decision is made on a well-educated and informed basis but as a minimum you should take the below into consideration.

General Risk Warnings

- The Client should not engage in any investment directly or indirectly in Financial Instruments unless he knows and understands the risks involved for each one of the Financial Instruments.
- The Company will not provide the Client with any investment advice relating to investments or possible transactions in investments or in Financial Instruments or make investment recommendations of any kind.

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- Prior to signing the services agreement (the “Agreement”) with the Company, or making an order, the Client should consider carefully whether investing in a specific Financial

Instrument is suitable for him in the light of his circumstances and financial resources.

- If the Client does not understand the risks involved, he should seek advice and consultation from an independent financial advisor. If the Client still does not understand the risks involved in trading in any Financial Instruments, he should not trade at all.
- The Client should acknowledge that he/she runs a great risk of incurring partial losses or all of his initial capital as a result of the purchase and/or sale of any Financial Instrument and accept that he is willing to undertake this risk.
- Trading is Very Speculative and Risky. Trading in forex and CFD is highly speculative, involves an outstanding risk of loss and is not suitable for everyone but only for those investors who:
 - (a) understand and are willing to assume the economic, legal and other risks involved.
 - (b) are financially able to assume the loss of their total investment
 - (c) have the knowledge to understand forex and CFD trading and the underlying assets.
- The Client represents, warrants and agrees that he understands these risks, is willing and able, financially and otherwise, to assume the risks of trading in forex and CFD and that the loss of Customer’s entire Account balance will not change Client’s lifestyle.
- Cash Settlement. Customer acknowledges and understands that forex and CFD trading can only be settled in cash.
- Conflicts of Interest. The Company is the counterparty to all transactions entered into under the Client Agreement and, as such, the Company’s interests may be in conflict with yours. Our conflicts of interest policy is available at the Company’s website.
- Prices are set by the Company and may be different from prices reported elsewhere. The Company will provide the prices to be used in trading and valuation of Client’s positions in accordance with its Trading Policies and Procedures. The trading rates assigned to the assets on the Company’s website are the ones at



which the Company is willing to sell forex and CFD to its Clients at the point of sale. As such, they may not directly correspond to real time market levels at the point in time at which the sale of trade occurs.

- Rights to Underlying Assets. The Client has no rights or obligations in respect of the underlying instruments or assets relating to your forex and CFD trading.
- Right to Cancel an Order. The Client has the right to cancel your trade for a period as permitted under the platforms (cancelling the trade will not affect your trading balance and the funds will be returned to your trading account).
- The Company is not an adviser or a fiduciary to the customer. We may make available to you a broad range of financial information that is generated internally or obtained from agents, vendors or partners. This includes, but is not limited to, financial market data, quotes, trading signals, news, analyst opinions and research reports, graphs or data. Market

Information provided on our site(s) is not intended to be investment advice. Where the Company provides generic market recommendations, such generic recommendations do not constitute a personal recommendation or investment advice and have not considered any of your personal circumstances or your investment objectives, nor is it an offer to trade, or the solicitation of an offer to trade, in any forex and CFD. Each decision by the Client to trade in forex and CFD with the Company and each decision as to whether a transaction is appropriate or proper for the Client is an independent decision made by the Client. The Company is not acting as an advisor or serving as a fiduciary to the Client. The Client agrees that the Company has no fiduciary duty to the Client and no liability in connection with and is not responsible for any liabilities, claims, damages, indemnifications, costs and/or expenses, including attorneys' fees and/or any legal proceedings, incurred in connection with the Client following the Company's generic trading recommendations or taking or not taking any action based upon any generic recommendation or information provided by the Company. We do not endorse or approve the market information and we make it available to you only as a service for your own convenience. The Company and its third-party providers do not guarantee the accuracy, timeliness, completeness or correct sequencing of the market information or warrant any results from your use or reliance on this market information. Market Information may quickly become unreliable for various reasons including, for example, changes in market conditions or economic circumstances.

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Neither the Company nor the third-party providers are obligated to update any information or opinions contained in any market information and we may discontinue offering market information at any time without notice.

- Recommendations are not guaranteed. The generic market recommendations provided by the Company are based solely on the judgment of the Company's personnel and should be considered as such. The Client acknowledges that it enters into any Transactions relying on its own judgment. Any market recommendations provided are generic only and may or may not be consistent with the market positions or intentions of the Company and/or its affiliates. The generic market recommendations of the Company are based upon information believed to be reliable, but the Company cannot and does not guarantee the accuracy or completeness thereof or represent that following such generic recommendations will reduce or eliminate the risk inherent in trading in forex and CFD.
- No Guarantees of Profit. There are no guarantees of profit nor of avoiding losses when trading in forex and CFD. The Client has received no such guarantees from the Company or from any of its representatives. The Client is aware of the risks inherent in trading in forex and CFD and is financially able to bear such risks and withstand any losses incurred.
- Internet Trading. When the Client trades online (via the internet), the Company shall not be liable for any claims, losses, damages, indemnifications, costs or expenses, caused, directly or indirectly, by any malfunction or failure of any transmission, communication system, computer facility or trading software, whether belonging to the Company, the Client, any exchange or any settlement or clearing system.
- Expiry System Errors. In case the expiry system fails for any reason, it will auto detect unexpired options and expire them in accordance to the rates stored historically in the archive. If any position did not expire on time, the system will issue a notification to Risk Manager and Compliance Officer, detailing all position information, in order to be resolved manually.
- Compensation. The Company participates in the Investor Compensation Fund for clients of Investment Firms regulated in the Republic of Cyprus. The Client will be entitled to compensation under the Investor Compensation Fund where we are unable to meet our duties and obligations arising from the Client's claim. Any

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compensation provided to you by the Investor Compensation Fund shall not exceed twenty thousand Euro (EUR 20.000). This applies to your aggregate claims against us.

Charges and Taxes

The Client is warned of the following:

- (a) The Provision of Services by the Company to the Client is subject to charges/fees, which shall be duly communicated to the Client. It is noted that the Company may change its charges at any time, so it is the Client's responsibility to check for updates.
- (b) Before the Client begins to trade, he should obtain from the Company details of all charges/fees and commissions for which the Client will be liable. If any charges are not expressed in monetary terms (but, for example, as a percentage of contract value), the Client should ensure that he understands what such charges are likely to amount to. If the Client does not understand how this is calculated, he should ask for a written explanation, including appropriate examples, to establish what such charges are likely to mean in specific money terms.
- (c) There is a risk that the Client's trades in Financial Instruments may be or become subject to tax and/or any other duty for example because of changes in legislation or his personal circumstances.
- (d) The Agreement or the transactions undertaken under the Agreement may be subject to tax and/or any other stamp duty in certain jurisdictions and the Company does not warrant that no such tax and/or any other stamp duty will be payable as such. (e) The Client is responsible for any taxes and/or any other duty which may accrue in respect of his trades.

Technical Risks

The Client is warned of the following technical risks:

(a) The Client and not the Company shall be responsible for the risks of financial losses caused by failure, malfunction, interruption, disconnection or malicious actions of information, communication, electricity, electronic or other systems.

(b) If the Client undertakes transactions on an electronic system, he will be exposed to risks associated with the system including the failure of hardware, software, servers, communication lines and internet failure. The result of any such failure may be that his order is either not executed according to his instructions or it is not executed at all. The Company does not accept any liability in the case of such a failure.

(c) The Company has no responsibility if unauthorized third persons gain access to Customer information, including electronic addresses, electronic communication and personal data, access data when this is due to the Client's negligence or when the above are transmitted between the Company and the Client or any other party, using the internet or other network communication facilities, telephone, or any other electronic means or post.

(d) The Client acknowledges that the unencrypted information transmitted by email is not protected from any unauthorized access.

(e) At times of excessive deal flow the Client may have some difficulties to be connected over the phone or the Company's system(s), especially in volatile Market (for example, when key macroeconomic indicators are released).

(f) The Client acknowledges that the internet may be subject to events which may affect his access to the Company's system(s), including but not limited to interruptions or transmission blackouts, software and hardware failure, internet disconnection, public electricity network failures or hacker attacks. Unless otherwise specified at the Agreement, the Company is not responsible for any damages or losses resulting from such events which are beyond its control or for any other losses, costs, liabilities, or expenses (including, without limitation, loss of profit) which may result from the Client's inability to access the Company's Systems or delay or failure in sending orders or Transactions. (g)

The Client is warned that while trading in an electronic platform he assumes risk of financial loss which may be a consequence of amongst other things:

- Failure of Client's devices, software and poor quality of connection.
- The Company's or Client's hardware or software failure, malfunction or misuse.
- Improper work of Client's equipment.
- Wrong setting of Client's Terminal.
- Delayed updates of Client's Terminal.

(h) In connection with the use of computer equipment, data and voice communication networks, the Client solely bears the following risks, amongst other risks, in which cases the Company has no liability of any resulting loss (unless otherwise specified at the Agreement):

- Power cut of the equipment on the side of the Client or the provider, or communication operator (including voice communication) that serves the Client.
- Physical damage (or destruction) of the communication channels used to link the Client and provider (communication operator), provider, and the trading or information server of the Client.
- Outage (unacceptably low quality) of communication via the channels used by the Customer, or the channels used by the provider, or communication operator (including voice communication) that are used by the Client.
- Wrong or inconsistent with requirements settings of the Client Terminal.
- Untimely update of the Client Terminal.
- Malfunction or non-operability of the trading system (platform), which also includes the Client Terminal.
- Outage (unacceptably low quality) of communication via the channels used by the Company, in particular physical damage (destruction) of the communication channels by third parties.

Force Majeure Events

In case of a Force Majeure Event the Company may not be in a position to arrange for the execution of Customer Orders or fulfil its obligations under the agreement with the Client.



As a result, the Client may suffer financial loss and the Client shall accept the risk of financial loss.

Insolvency

The Company's insolvency or default, may lead to positions being liquidated or closed out without the Client's consent. In the event of insolvency, the Client may suffer losses. Please refer to the Investor Compensation Fund on our website for more details.

Abnormal Market Conditions

The Client acknowledges that under Abnormal Market Conditions the period during which the Orders are executed may be extended or it may be impossible for Orders to be executed at declared prices or may not be executed at all.

There may be situations, movements and/or conditions occurring at weekend, in the beginning of week or intra-day after release of significant macroeconomic figures, economic or political news that make currency markets to open with price levels that may substantially differ from previous prices. In this case, there exists a significant risk that orders issued to protect open positions and open new positions may be executed at prices significantly different from those designated.

SPECIFIC RISK WARNING ON CFDs on CRYPTOCURRENCIES TRADING

The Company hereby wishes to warn Investors on Trading CFDs on Cryptocurrencies of the following:

1. Trading CFDs on Cryptocurrencies is not suitable for all investors since these products are considered highly complex and therefore investors shall be fully aware and be able to understand the specific characteristics and risks from these trading activities. Investors should not trade in such products if they don't have the necessary knowledge and expertise in this specific product.
2. The Client should always have in mind any risk from the trading venues on which such virtual currencies may be traded on. Cryptocurrencies are traded on non-regulated

decentralized digital exchanges. These exchanges can determine price formation and movement, without notice causing price volatility.

3. There is no specific European regulatory framework governing the trading in such products, that falls outside the scope of the Company's regulated activities as per MiFID. Clients that will trade these products must be aware that they are not entitled for any protection under the Investors

Compensation Fund ('ICF') and they do not have the right to initiate a dispute, through the Cyprus Financial Ombudsman. Importantly, there are no specific EU regulatory provisions that would protect existing and/or potential investors who trade on these products.

4. There is always a high risk of losing all your invested capital and especially within a short period of time. These products are highly volatile. Pricing can fluctuate and it does not fall under any regulatory supervision therefore it can change at any time. Cryptocurrency trading carries additional risks such as hard forks or discontinuation. Any event in the market will immediately affect your trading account. You should only invest funds that you can afford to lose and familiarise yourself with these risks before trading these products.

5. Maximum Leverage will be 1:5 for all CFDs on Cryptos. The Company will not increase the leverage.

6. This warning shall be read together with the Company's General Risk warning and other Legal Documentation (www.europefx.com).

SPECIFIC RISK WARNING ON SOCIAL TRADING

The Company hereby wishes to warn Investors on using Social Trading Services of the following:

1. Social trading services are associated with various risks. Before you chose to copy a specific trader/s or follow a specific strategy, you must consider your entire financial situation including financial commitments as Social Trading is highly speculative and you should be able to bear substantial losses which might exceed the invested amount which is used to copy other traders or strategies.

2. The Client is fully responsible for any losses the Client may sustain as a result of our automatic execution of instructions generated as a result of the utilizing of any of the Social Trading Services.
3. If the Client places additional trades in his account or he/she modifies or cancels an order generated by a Social Trading Feature, the Client might achieve a substantially different result than the user that he/she copied. Cash-out and withdrawal by the copied trader may also generate a materially different result than the user that the Client copied as it may affect the copy-trading proportions.
4. The Client should not make any investment decision without firstly conducting his/her own research. The Client is solely responsible for determining whether any investment, strategy or any other product or services are appropriate and suitable for him/her based on his/her investment objectives and personal and financial situation.
5. The Client chooses to use Social Trading Services solely independently and at his/her own risk, therefore, the Company, its affiliates, employees and agents shall not be liable for any losses that the Client may sustain.
6. Any past performance of our users is not indicative of future results and should be considered as hypothetical as more fully described below. Statistical information and historical performance is not a guarantee of future performance.
7. Past performance and risk scores should not be considered as hypothetical performance results. There is no guarantee that any account will or is likely to achieve profits or losses similar to the last performance.
8. Social Trading Services are provided by the Company solely for informational purposes and should not be seen as an investment advice. No aspect of the Social Trading Feature provided is intended to provide any investment advice. If the Client wishes to engage into Social Trading, then such decisions and consequences flowing therefrom are Client's sole responsibility.